



Pacific Bell Telephone Company
A California corporation, d.b.a. SBC DataComm

PROPOSAL

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SBC DataComm Quote #030522TN

May 27, 2003

SBC DATACOM FOR CITY OF MILPITAS

Fire Station Trenching addendum

Scope of Work:

The following items are the changes and costs associated with each.

- 1) *{Bore depth 14'}* City of Milpitas requires that the bore depth will now be 14'. Special pothole crew and equipment will be mobilized. Dump fees included. \$ 7,600.00
- 2) *{Slurry seal over markings and steel plates.}* USA has been called to remark utilities and extend ticket. Additional labor will be required to dig up potholes and plates. Nancy Mendizabal has offered the use of a city metal detector for further use if needed. \$1,700.00

Total: \$9,300.00

{Additional costs for dumping} Additional dumping will be required because of the new pothole depth of 14'. Pump trucks, storage container, and hauling and dump fees included. This cost has been included in change order # 1 All work to be performed during normal business hours.



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Assumptions / Qualifiers:

1. SBC DataComm is proposing to provide its products and services proposed hereunder pursuant to the terms and conditions contained in the Agreement for the Provision of Telecommunications Services and Products between the State of California and Pacific Bell and MCI Corporation dated December 4, 1998("CalNet Agreement"). A copy of the CalNet Agreement is attached hereto and the terms and conditions of the CalNet Agreement are incorporated herein by reference as part of this proposal and as though set forth in full herein. The products and services proposed hereunder shall be provided pursuant to the rates and charges contained in the CalNet Agreement.
2. SBC DataComm shall pay the prevailing rate of wages for regular, overtime, and holiday work plus employer payments for benefits generally prevailing in the locality in which the work is performed, for all crafts, classifications or types of workmen used on state premises at the point of delivery by SBC DataComm for the assembly and installation of material purchased under this contract.
3. SBC DataComm's liability arising out of or relating to the products and services proposed hereunder is defined in the CalNet Agreement, Amendment No. 1 GENERAL TERMS AND CONDITIONS, Section 42. LIMITATION OF LIABILITY.
4. CITY OF MILPITAS is responsible for all costs associated with permits, easements and/or right-of-ways.
5. CITY OF MILPITAS shall provide a suitable and safe environment for SBC DataComm work at CITY OF MILPITAS premises. Prior to SBC DataComm's commencement of the work proposed hereunder, CITY OF MILPITAS shall advise SBC DataComm of the presence on CITY OF MILPITAS premises of any substance or material that is classified as a hazardous material, hazardous chemical, hazardous substance, pollutant, contaminant, or toxic substance under any federal, state, or local law, regulation or ordinance ("Laws") related to the pollution or protection of air, ground or surface water, soil or other environmental media or occupational health and safety ("Hazardous Substance") or any other environmental or safety hazard. CITY OF MILPITAS understands and agrees that SBC DataComm does not handle, remove, or dispose of Hazardous Substances on CITY OF MILPITAS premises. If SBC DataComm would have to disturb, handle, or remove known or presumed Hazardous Substances in order to perform its services, including but not limited to drilling through floors, walls, or other surfaces that contain or may contain Hazardous Substances or otherwise disturb Hazardous Substances in order for SBC DataComm to perform services, then CITY OF MILPITAS must undertake such activity and handle or remove the Hazardous Substance at its own cost and expense in accordance with applicable Laws and to SBC DataComm's satisfaction before SBC DataComm initiates services. If, during its performance of services, SBC DataComm's employees, subcontractors, or agents encounter a Hazardous Substance or other environmental or safety hazard,



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SBC DataComm may suspend its performance until CITY OF MILPITAS, at its own expense, completes the clean up and removal of the Hazardous Substance in accordance with applicable Laws or removes hazards to SBC DataComm's satisfaction. CITY OF MILPITAS failure to abate a Hazardous Substance or hazard within thirty (30) days of SBC DataComm's suspension of performance pursuant to this clause shall constitute a material breach for which SBC DataComm may terminate this contract or the applicable order. CITY OF MILPITAS shall pay SBC DataComm for any costs, expenses, fines, or penalties incurred by SBC.

6. DataComm as a result of the presence of the Hazardous Substance or hazard and its suspension of performance.
7. CITY OF MILPITAS will provide access and clear pathways for all proposed installations and work areas.
8. This proposal is based on the entire scope of work. Changes to the scope of work or additional work will result in a change order request to be signed by the customer.
9. CITY OF MILPITAS will provide to SBC DataComm/Pacific Bell, Prevailing Wage Rate Scale, within 30 days of solicitation for this proposal. It is understood that CITY OF MILPITAS is not setting or responsible for WAGE RATES to any employee or Sub-Contractor under this agreement.

PAYMENT SCHEDULE:

PROGRESSIVE PAYMENTS

Accepted By: _____ (Please Sign Name)

Accepted By: _____ (Please Print Name)

Date: _____